

R03-19

TOWN OF PARSONSFIELD - Zoning Board of Appeals (ZBA)
634 North Rd, Parsonsfield, Maine 04047

PHONE: (207)-625-4558 FAX: (207)-625-8172 planning@parsonsfield.org

Variance/Appeal Application - Please Print Clearly

Fees Paid: \$100.00 Application Fee and \$150.00 Escrow Fee

Date CEO Reviewed & Accepted: JW 10/15/24

Date Received and Paid for at Clerk's Office: Shane Roy 10/15/24

Date Received by Zoning Board of Appeals Administrative Assistant: _____

Zoning Board of Appeals Administrative Assistant Signature: _____

Property Owner(s): Name & Mailing Address Applicant(s): Name & Mailing Address
(If different from Owner)

Peter Donte, Amy Hoffman
65 Pratt Rd
Parsonsfield, ME 04047

Lacey Donte
19 East Ave
Lisbon Falls ME 04252

Telephone: 207 459-6270

Telephone: 207 615-8906

Property Owner's Authorization (fill out only if applicant is not owner). The undersigned property owner hereby certifies that the information submitted in this application regarding the property is true, accurate, and complete and that the Applicant has full authority to request approval for this proposal.

Property Owner Email address: pdonte@hotmail.com, amyhoffman333@hotmail.com

Property Owner's Signature: Peter W. Donte

Applicant Email address: lacey.donte@gmail.com

Applicant's Signature: [Signature]

Site Location/Address: 65 Pratt Rd, Northern Parcel, Parsonsfield, ME

Tax Map# R-03 Lot# 19

Zoning District: FF Acreage of subject parcel: Approx 10

Date of Action: Zoning Board of Appeals Meeting: _____

Date of Action: Zoning Board of Appeals Site Walk (If applicable): _____

Date of Action: Zoning Board of Appeals Hearing: _____

Approval: _____ Denial: _____

Conditions: _____

Application for a variance/appeal shall be submitted to the Town Clerk, who shall notify the Chairperson of the ZBA through the Administrative Assistant. A \$100.00 Application Fee and \$150.00 Escrow Fee MUST be paid with this application. Additional funds may be required to complete the processing of this appeal.

Applicant(s) should review Land Use Ordinance Article VI, Appeals

B. Appeal Application Content: The Applicant requests relief from the decision, or lack of decision, of the Code Enforcement Officer or Planning Board regarding an application for a permit. The undersigned believes that (check one):

- An error was made in the approval/denial of the permit.
- The denial of the permit was based on a misinterpretation of the ordinance.
- There has been a failure to approve or deny the permit within a reasonable period of time.

Other *Request to build a residence less than 600 ft²*

Applications must include the following exhibits and information. **Please attach information on a separate sheet of paper. You should be as specific as possible so that the ZBA can give full consideration to your case.**

1. Application for Appeal (page 1 and 3)
2. a. Copy of Code Enforcement Officer's decision being appealed.
b. Copy of the Planning Board Decision being appealed.
c. Copy of denied building permit.
3. Site Plan showing dimensions of lot, proposed placement, and dimensions of structures, etc. (hand drawn is acceptable) if applicable.
- ④ 4. Written description of what the applicant/appellant is proposing to do.
5. Proof of appellant/applicant's standing to appeal or request a variance (Copy of the Deed, Lease Agreement, Power of Attorney, etc.).
6. Map and Lot designation is required on all submitted documentation.
7. **Abutters:** Complete list of the property abutters of the property to be appealed on a separate sheet of paper.
8. Submit **seven (7)** copies of the completed application.
9. **Previous Approvals:** List all previous uses, variances or special conditions associated with this property. *None known, except school house, timber*

C. Request for Reconsideration of ZBA Decision: *harvest, and pasture.*

1. The ZBA may reconsider any decision within **45 days** of its prior decision.
2. Requests for reconsideration must be filed within **10 days** of the decision being reconsidered.
3. A vote to reconsider and the action taken on that reconsideration must occur and be completed within **45 days** of the date of the vote on the original decision.
4. Please complete page 1 of this application if requesting that the ZBA reconsider their decision.
5. **On a separate sheet of paper** please explain why the ZBA should reconsider their decision.

D. Fees:

1. Application Fee: **\$100.00** – non-fundable (Variance, Appeal or Reconsideration).
2. Escrow Fee: **\$150.00** (Assumes 2 ads at \$45.00 each plus abutter notices.)
3. When the escrow amount does not meet actual expenditures, the applicant shall submit additional funds as specified by the Board. Payment is required to continue the ZBA process.
4. Independent Review and Advice/Professional Services: Additional fees may be required if the ZBA requires that a consultant or other appropriate professional advisor review one or more of aspects of the application or assist the Board. The consultant or other advisors shall first estimate the cost of the review and the applicant shall deposit, with the Town, the full estimated cost, or a good determination of costs, which the Town shall place in the appellant's escrow account. This fee must be paid before proceeding with the appeal.
5. When a Final Signed Decision is made by the ZBA, any outstanding balance shall be paid by the appellant prior to the ZBA releasing the decision. Any remaining funds in escrow will be reimbursed to the applicant.

A. Variance Application Content: Application must include the following exhibits and information. **Please attach information on a separate sheet of paper. You should be as specific as possible so that the ZBA can give full consideration to your case.**

1. Application for Variance (pages 1 and 2)
2. a. Copy of Code Enforcement Officer's decision being appealed.
b. Copy of the Planning Board Decision being appealed.
c. Copy of denied building permit.
3. **Nature of Variance:** Describe generally the nature of the variance. In addition, a sketch plan of the property must accompany this application showing the dimensions and shape of the lot, the size and locations of existing buildings, the locations and dimensions of the proposed buildings or alterations, and any natural or topographic peculiarities of the lot in question (hand drawn is acceptable).
4. Written description of what the applicant/appellant is proposing to do.
5. Proof of appellant/applicant's standing to appeal or request a variance (Copy of the Deed, Lease Agreement, Power of Attorney, etc.).
6. Map and Lot designation is required on all submitted documentation.
7. Abutters: Complete list of the property abutters of the property to be appealed on a separate sheet of paper.
8. Submit **seven (7)** copies of the completed application.
9. **Previous Approvals:** List all previous uses, variances or special conditions associated with this property. ~
10. **Justification of Variance:** In order for a variance to be granted, the appellant must demonstrate to the ZBA that the strict application of the terms of the zoning ordinance would cause undue hardship. There are four criteria, which **must** be met before the ZBA can find that a hardship exists.

Please explain how your situation meets each of these criteria listed, use a separate sheet of paper as necessary:

i. The land in question cannot yield a reasonable return unless the variance is granted.

The cost to clear and prepare a lot large enough for a 600ft² min dwelling is prohibitive considering cash on hand, interest rates, and large Glacial erratics.

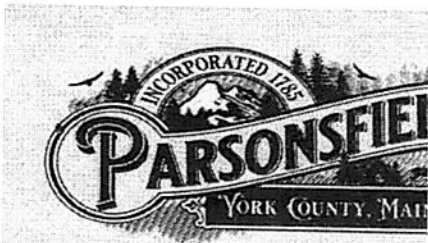
ii. *The cost of building a dwelling that large is also prohib. due to the area.*
 The need for a variance is due to the unique circumstances of the property and not to the general conditions of the neighborhood. *and maintaining.*

Approx 5-6 or more acres of the lot is not buildable due to being within the 100-year flood plain and a stream running through the lot. The land has not been

iii. This hardship is not the result of action taken by the appellant or a prior owner. *cleared or developed for building purpose for 500-300 years.*
 Yes - true

iv. The granting of a variance will not alter the essential character of the locality.
Absolutely, in fact, granting a variance will preserve the essential character of the locality, which is a huge reason we want to keep the cabin small, approx 200 ft², to allow for an income generating property with minimal disturbance to the natural landscape and the abutters peaceful views of the woods.

R03-19



Town of Parsonsfield
634 North Road
Parsonsfield, ME 04047
207-625-4558 / fax 207-625-8172

Hello Lacey,

We have Received your application for the cabin on 65 Pratt rd. R-03-19
The Application has been denied,

Structure does not Meet the square footage requirements of the town ordinance. (600 SQFT
Article 2 - Table 2)

You may reach out to the Town Clerks office for your next steps if you wish to appeal this
decision

Danielle D. Taylor - Town Clerk, Treasurer, Tax Collector, Registrar of Voters
dtaylor@parsonsfield.org

Renee Roy - Deputy Clerk, Treasurer, Tax Collector
rroy@parsonsfield.org

Clerk Office Hours:

Monday 8AM-6PM - Tuesday thru Thursday 8AM to 4PM
207-625-4558
207-625-8172 FAX

Or send an email to
planning@parsonsfield.org

Regards
Erik

Erik Frey
Deputy CEO
Town of Parsonsfield
www.parsonsfield.org
efrey@parsonsfield.org
207-286-4341
207-625-4558 Town Hall

TOWN OF PARSONSFIELD, MAINE
Application for Building Permit

NOT VALID WITHOUT
TOWN STICKER

Type of Structure: DECK (SHED) MINOR REMODEL (CIRCLE ONE)

R03-19

To the Building Inspector, Parsonsfield, Maine:

The undersigned hereby applies for a permit to erect, alter or install the following building, structure or equipment in accordance with the Laws of the State of Maine, the building code of the Town of Parsonsfield and any plans and specifications submitted herewith, including the following specifications:

Location: 65 Pratt Rd Zoning District: FF Map: B-03 Lot: 19
Size of Lot: 28.9 acres Setbacks Req'd: Front: 75' Side: 25' Back: 50' High Water: 100'

Applicant's Name: Lacey Donle Phone: 207 615-8906

Address: 19 East Ave Lisbon Falls 04252 Email: lacey.donle@gmail.com

Contractor's Name: Hill View Mini Barns Phone: 207 615-8906
269-2800

Address: 1310 Stage Rd Etna 04434 Email: _____

Architect's Name: _____ Phone: _____

Address: _____ Email: _____

Proposed use of building: Personal / Short Term Rental No. Families: 1

Other buildings on lot: Home of Peter Donle / Amy Hoffman No. of attached sheets: 8
on Southern Side of Pratt Rd

Estimated project cost: 15,000 Total Permit Fee: _____

Description of Present Buildings to be Altered

Material: _____ No. Stories: _____ Style of Roof: _____ Roofing: _____

Last Use: _____ No. of Families: _____

Description of New Work

12x16 Shed w/ 4' Porch (see attached Estimate)
HHE 200 Attached for Primitive System

Any structure erected, remodeled, altered or moved under permission granted by this permit must conform to all provisions of the Building Code in effect for the Town of Parsonsfield on the date of this permit, unless permission for non-conformance has been granted by the Planning Board or Zoning Board of Appeals.

PERMITS ARE NOT TRANSFERRABLE. PERMIT FEES ARE NONREFUNDABLE.

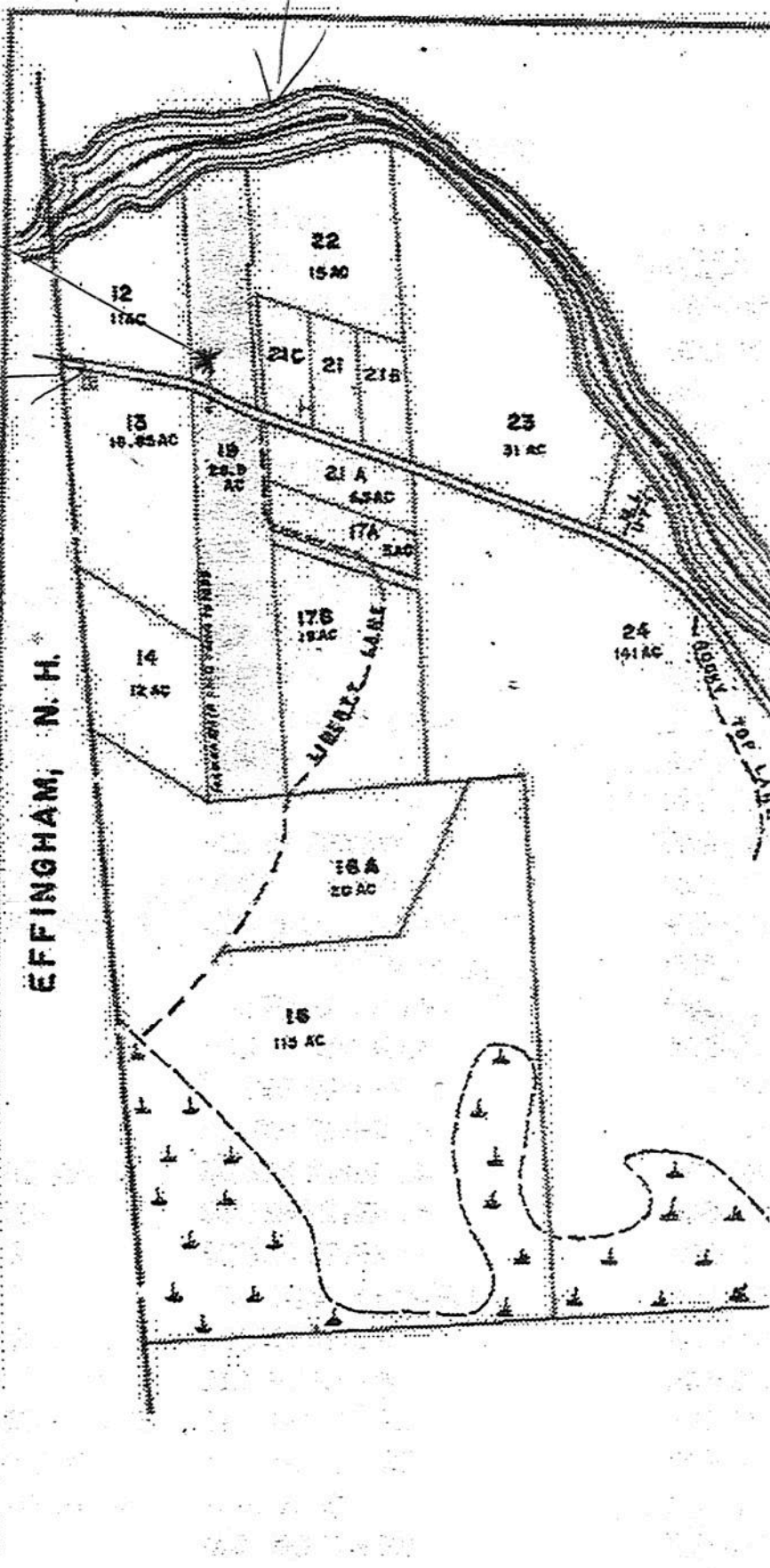
Signature of Applicant: [Signature]

Date: 9/30/2024

Ossipee River

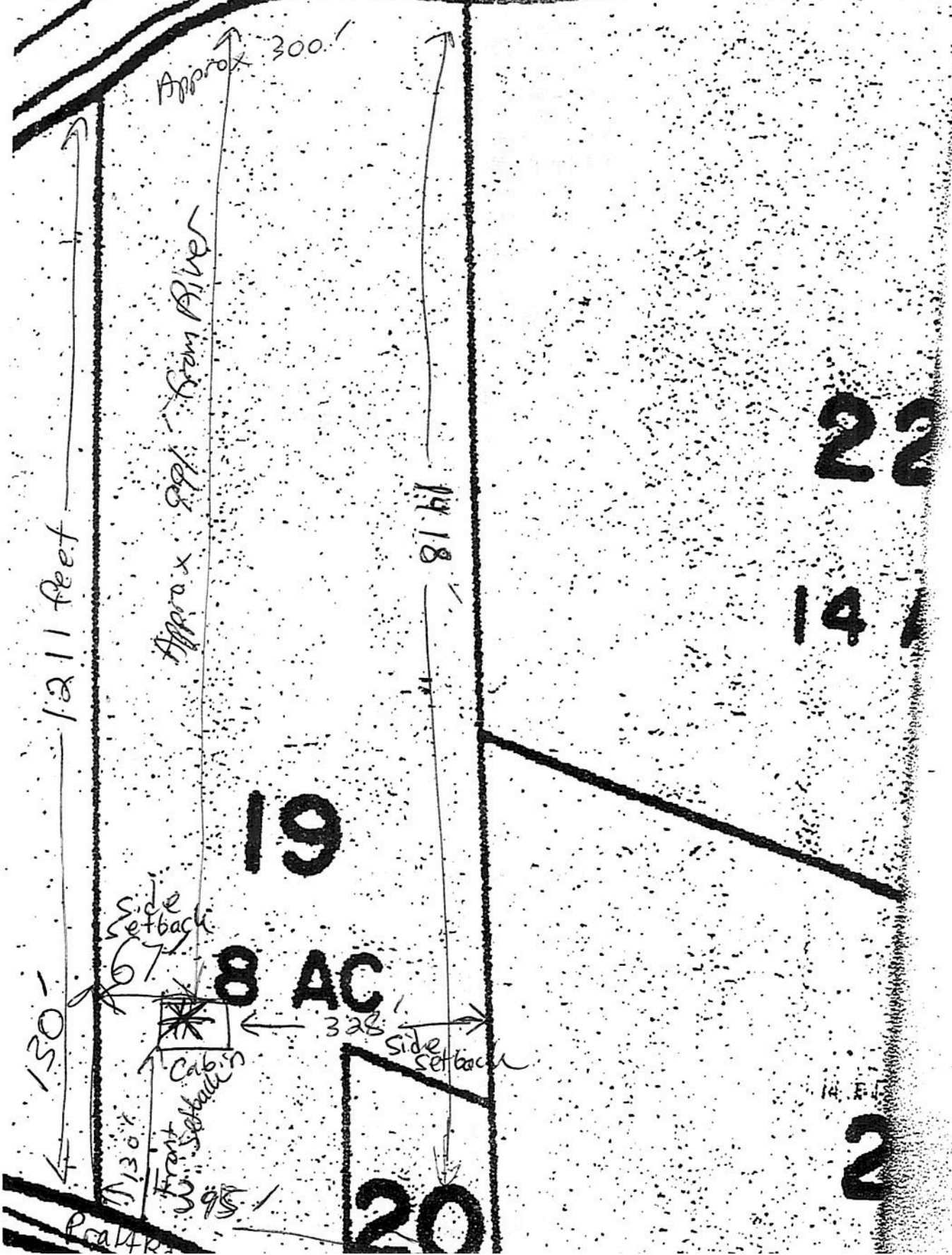
R03-19

Proposed Cabin Location
(see Enlarged View for setback details)
Pratt Rd



Ossipee River

R03-19





1310 Stage Rd
 Etna, ME 04434
 info@hillviewminibarns.com
 www.hillviewminibarns.com
 207-269-2800

Our other Maine sales locations:

Holden, ME 04429
 Sabattus, ME 04280
 Lyman, ME 04002
 Gray, ME 04039
 Madison, ME 04950

R03-19
Estimate

Date	Estimate #
8/6/2024	059299

Name / Delivery Address		Deliver To			
Donle, Lacey 19 East Ave Lisbon Falls, ME 04252 615-8906 cell					
Phone >>		Alt. Phone >>		Alt phone 2	
Building color		Trim Color		Roof Color	
				Rep	
				ZMN	
Qty	Description	Price Each	Total		
	12x20 A-Frame ~ 88.5" high walls - 2x4 studs 16" O.C. ~ 2x6 roof rafters 16" O.C. with a 6/12 pitch ~ 5 Pressure Treated 4x4 skids ~ Snow load rating of 90 P.S.F. ~ Lifetime Architectural or Metal Roof ~ TechShield roof sheathing ~ 5/50 LP SmartSide Siding (5 year full / 50 year prorated) ~ 50 year Advantech Floor Recreational Camp - Not certified for Residential use	6,030.00	6,030.00T		
		0.00	0.00		
2	3" gables (per gable end)	45.00	90.00T		
20	4" soffit, 1-1/2" overhang on gables w/1x6 fascia trim on sides and gables -fascia painted same color as trim per ft. of building	8.00	160.00T		
	4' Porch ~ Log Railing ~ Cedar Decking ~ 5x5 Cedar Posts ~ Butternut urethane!! (12 and 14 wide only)	950.00	950.00T		

Ask us about preparing your gravel base!

A 25% non-refundable deposit is required before the building is built. Recreational camps do not meet IRC Energy codes. Customer must check with their town and confirm that buildings can be placed and used where delivered. Hill View Mini Barns is not responsible for any building permits by the town/city or state.
 Hill View Mini Barns recommends a gravel base or a cement slab that's flat and level on which to put the building.
 The driver is not responsible for cutting trees or branches, fences, or other obstacles that are in the way of getting to and placing the building in the desired location. There may be an additional charge of \$45.00 for each 1/2 hour for deliveries that take longer than 45 minutes. Hill View Mini Barns is not responsible for any property damage resulting from the delivery. Buildings cannot be placed under power lines.
 Estimate is valid for 30 days from posted date.

Date _____



1310 Stage Rd
 Etna, ME 04434
 info@hillviewminibarns.com
 www.hillviewminibarns.com
 207-269-2800

Our other Maine sales locations:

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 Sabattus, ME 04280
 Lyman, ME 04002
 Gray, ME 04039
 Madison, ME 04950

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Date	Estimate #
8/6/2024	059299

Name / Delivery Address				Deliver To			
Donle, Lacey 19 East Ave Lisbon Falls, ME 04252 615-8906 cell							
Phone >>		Alt. Phone >>		Alt phone 2			
Building color		Trim Color		Roof Color		Rep	
						ZMN	
Qty	Description			Price Each	Total		
	Upgrade to Butternut Urethane on Cedar Porches only			200.00	200.00T		
192	Upgrade AdvanTech 3/4 tongue and groove for floor sq. ft.			0.55	105.60T		
192	Vinyl Plank Flooring (per sq. ft.) Cortec CRTC PLS 7" KNSWD OK 10 year warranty			6.90	1,324.80T		
192	R Max 2" Floor Insulation System R13.1 with house wrap x sq. ft. building (Spray foam optional)			2.75	528.00T		
	Fiberglass pre-hung door 9-lite out swing (R.O. 38.5"x81.75") Right Hinge **CONFIRM SAME SWING AS SKETCH**			575.00	575.00T		
2	36"x60" Vertical sliding vinyl insulated window w/grids - White - Includes 1x4 trim			420.00	840.00T		
1	30"x36" Vertical sliding Vinyl insulated window w/grids - White - Includes 1x4 trim			280.00	280.00T		
	Interior corners & gable ends framed to receive interior finish, including collar ties on every rafter.			250.00	250.00T		
20	Vented Smart Side Soffit - (per lin. ft. of bldg)			4.00	80.00T		
20	Ridge Vent per ft. for Shingled roofs only			6.50	130.00T		
240	Roofing Tar paper (sq. ft. of building)			0.55	132.00T		

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Donle, Lacey 19 East Ave Lisbon Falls, ME 04252 615-8906 cell							
Phone >>		Alt. Phone >>		Alt phone 2			
Building color		Trim Color		Roof Color		Rep	
						ZMN	
Qty	Description			Price Each	Total		
	*Hill View cannot guarantee stability of building or that the doors will work properly on gravel bases by contractors or homeowners. Customer takes responsibility to level building on non Hill View Pads. * We request that the customer initially be present when the site work is being done. We can then commit to having the job done the best way possible at the lowest cost possible.				0.00		
	Subtotal - Acadia Camp Classic				11,675.40		
	Statewide delivery fee for 12' & 14' wide			195.00	195.00T		
				Subtotal	\$11,870.40		
				Sales Tax (5.5%)	\$652.87		
				Total	\$12,523.27		

Ask us about preparing your gravel base!

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 Estimate is valid for 30 days from posted date.

Signature _____

Date _____

R03-19

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
Division of Health Engineering, 10 SHS
(207) 287-5672 Fax (207) 287-3165

PROPERTY LOCATION

>> CAUTION: LPI APPROVAL REQUIRED <<

City, Town, or Plantation: **PARSONSFIELD, ME**

Street or Road: **65 PRATT ROAD**

Subdivision, Lot #: **--**

Town/City: _____ Permit # _____

Date Permit Issued: ___/___/___ Fee: \$ _____ Double Fee Charged

Local Plumbing Inspector Signature: _____ L.P.I. # _____

OWNER/APPLICANT INFORMATION

Name (last, first, MI): **DONLE, LACEY** Owner Applicant

Mailing Address of Owner/Applicant: **19 EASY AVENUE LISBON FALLS, ME**

Daytime Tel. #: **207-615-8906**

The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. This Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.

OWNER OR APPLICANT STATEMENT
I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.

Signature of Owner or Applicant: _____ Date: **9/30/24**

Municipal Tax Map # _____ Lot # _____

CAUTION: INSPECTION REQUIRED
I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.

Local Plumbing Inspector Signature: _____ (1st) date approved: _____
(2nd) date approved: _____

PERMIT INFORMATION

TYPE OF APPLICATION

1. First Time System

2. Replacement System
Type replaced: _____
Year installed: _____

3. Expanded System
 a. <25% Expansion
 b. >= 25% Expansion

4. Experimental System

5. Seasonal Conversion

THIS APPLICATION REQUIRES

1. No Rule Variance

2. First Time System Variance
 a. Local Plumbing Inspector Approval
 b. State & Local Plumbing Inspector

3. Replacement System Variance
 a. Local Plumbing Inspector Approval
 b. State & Local Plumbing Inspector

4. Minimum Lot Size Variance

5. Seasonal Conversion Permit

DISPOSAL SYSTEM COMPONENTS

1. Complete Non-engineered System

2. Primitive System (graywater & alt. toilet)

3. Alternative Toilet, specify: **COMPOSTING**

4. Non-engineered Treatment Tank (only)

5. Holding Tank, _____ gallons

6. Non-engineered Disposal Field (only)

7. Separated Laundry System

8. Complete Engineered System (2000 gpd or more)

9. Engineered Treatment Tank (only)

10. Engineered Disposal Field (only)

11. Pre-treatment, specify: _____

12. Miscellaneous Components

SIZE OF PROPERTY

28.9± SQ. FT. ACRES

SHORELAND ZONING

Yes No

DISPOSAL SYSTEM TO SERVE

1. Single Family Dwelling Unit, No. of Bedrooms: _____

2. Multiple Family Dwelling, No. of Units: _____

3. Other: **CABIN, HAND-CARRY WATER**
(specify)

Current Use Seasonal Year Round Undeveloped

TYPE OF WATER SUPPLY

1. Drilled Well 2. Dug Well 3. Private

4. Public 5. Other **HAND-CARRY**

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

TREATMENT TANK

1. Concrete
 a. Regular
 b. Low Profile

2. Plastic

3. Other: **NOT NEEDED**

CAPACITY: _____ GAL

DISPOSAL FIELD TYPE & SIZE

1. Stone Bed 2. Stone Trench

3. Proprietary Device
 a. cluster array c. Linear
 b. regular load d. H-20 load

4. Other: **10'X10' STONE BED**

SIZE: **100** sq. ft. lin. ft.

GARBAGE DISPOSAL UNIT

1. No 2. Yes 3. Maybe
If Yes or Maybe, specify one below:

a. multi-compartment tank

b. _____ tanks in series

c. increase in tank capacity

d. Filter on Tank Outlet

DESIGN FLOW

25 gallons per day
BASED ON:

1. Table 5A (dwelling unit(s))

2. Table 5C (other facilities)

SHOW CALCULATIONS for other facilities: _____

3. Section 4G (meter readings)
ATTACH WATER METER DATA

SOIL DATA

PROFILE: **3** CONDITION: **C**

at Observation Hole # **TB-1**

Depth **25** "

of Most Limiting Soil Factor: **Groundwater**

DISPOSAL FIELD SIZING

1. Medium—2.6 sq. ft. / gpd

2. Medium—Large 3.3 sq. ft. / gpd

3. Large—4.1 sq. ft. / gpd

4. Extra Large—5.0 sq. ft. / gpd

EFFLUENT/EJECTOR PUMP

1. Not Required

2. May Be Required

3. Required (See note p.3)

Specify only for engineered systems:
DOSE: _____ gallons

LATITUDE AND LONGITUDE
at center of disposal area

Lat. **43** d **47** m **23.26** s

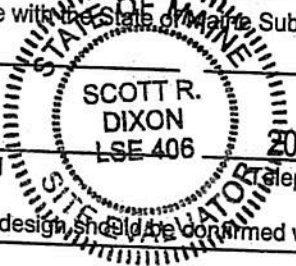
Lon. **70** d **59** m **8.89** s

if g.p.s. state margin of error: _____

SITE EVALUATOR STATEMENT

I certify that on **9/4/2024** (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).

Signature: _____
Site Evaluator Signature



406
SE #

9/24/24
Date

SCOTT R. DIXON
Site Evaluator Name Printed

207-897-6752 Telephone Number

SCOTT@MAIN-LANDDCI.COM Email Address

Designed with SeptiCAD v5

Note: Changes to or deviations from the design should be confirmed with the Site Evaluator.

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SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
Division of Health Engineering, Station 10
(207) 287-5672 Fax: (207) 287-3165

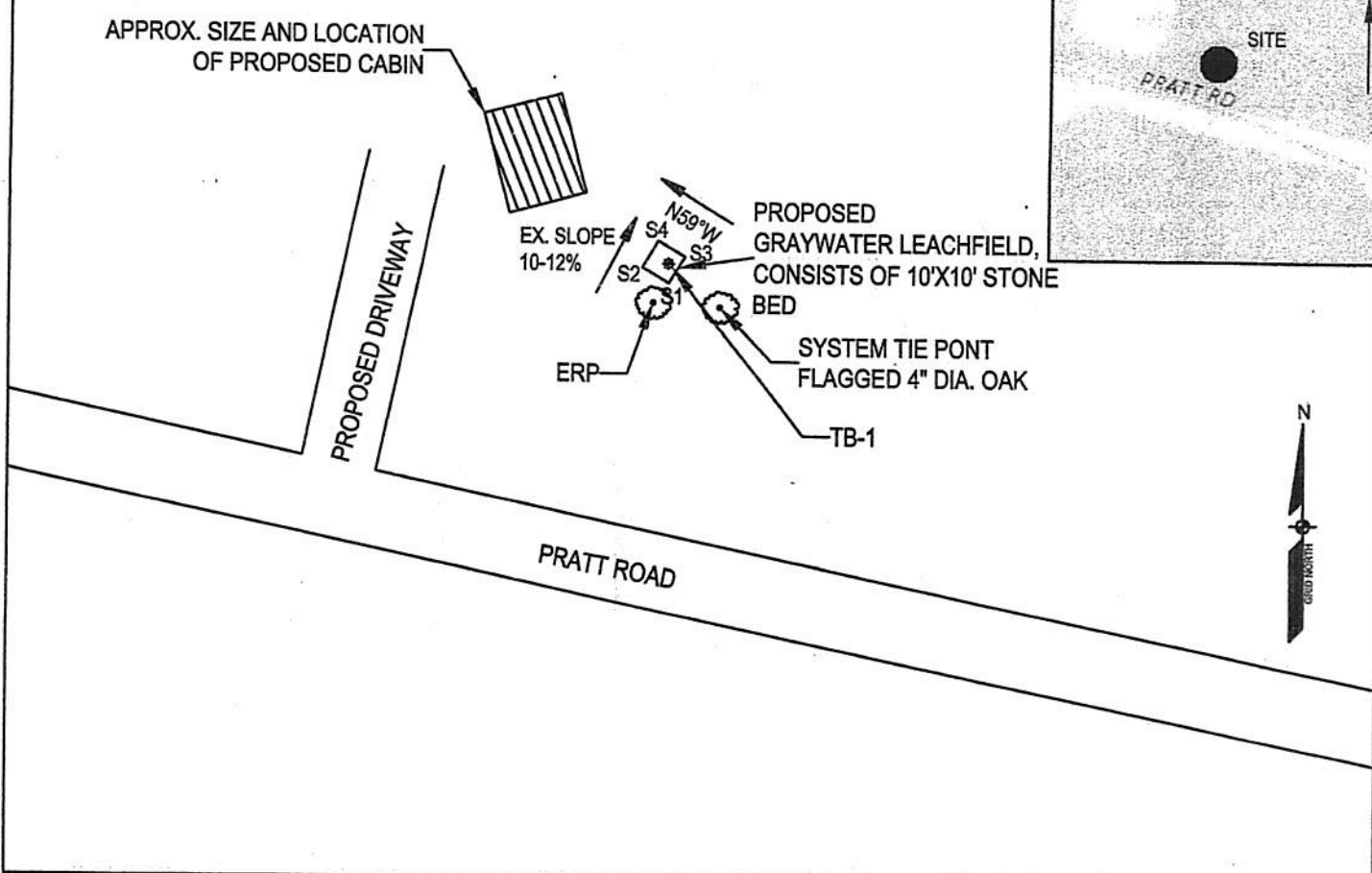
Town, City, Plantation
PARSONSFIELD, ME

Street, Road, Subdivision
65 PRATT ROAD

Owner or Applicant Name
LACEY DONLE

SITE PLAN Scale 1" = 60 ft.

SITE LOCATION PLAN



SOIL PROFILE DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole # TB-1 Test Pit Boring

1 " Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0			Dark Brown	None
6	Sandy Loam with Gravel and Boulders	Friable	Gray	
12			Brown	
18				
24			Grayish Brown	
30		Firm		
36				Few & Faint
42				
48				

Soil Profile	Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
<u>3</u>	<u>C</u>	<u>10-12</u>	<u>25"</u>	<input type="checkbox"/> Restrictive Layer
	Condition	Percent	Depth	<input type="checkbox"/> Bedrock

Observation Hole # _____ Test Pit Boring

_____ " Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6				
12				
18				
24				
30				
36				
42				
48				

Soil Profile	Classification	Slope	Limiting Factor	<input type="checkbox"/> Groundwater
				<input type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock

[Signature]
Site Evaluator Signature

406
SE #

9/24/24
Date

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
Division of Health Engineering, Station 10
(207) 287-5672 Fax: (207) 287-3165

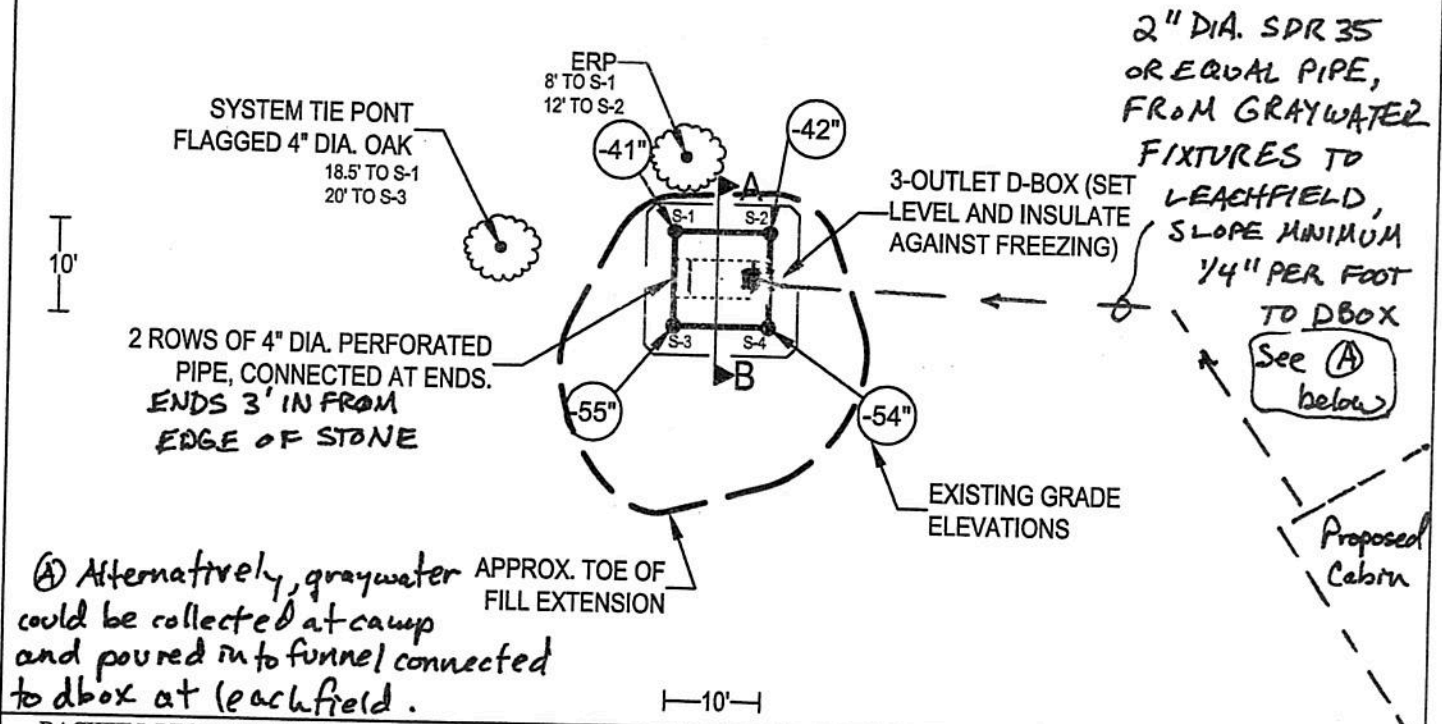
Town, City, Plantation
PARSONSFIELD, ME

Street, Road, Subdivision
65 PRATT ROAD

Owner or Applicant Name
LACEY DONLE

SUBSURFACE WASTEWATER DISPOSAL PLAN

Scale: 1" = 20 ft



① Alternatively, graywater could be collected at camp and poured into funnel connected to dbox at leachfield.

BACKFILL REQUIREMENTS

Depth of Backfill (upslope) 13"±
Depth of Backfill (downslope) 22"±

CONSTRUCTION ELEVATIONS

Finished Grade Elevation (at Edge of Stone) -29"±
Top of Perforated Pipe -43"
Bottom of Stone -54"

ELEVATION REFERENCE POINT

Location & Description: ERP IS A FLAGGED NAIL
25" UP ON A 7" DIA. OAK

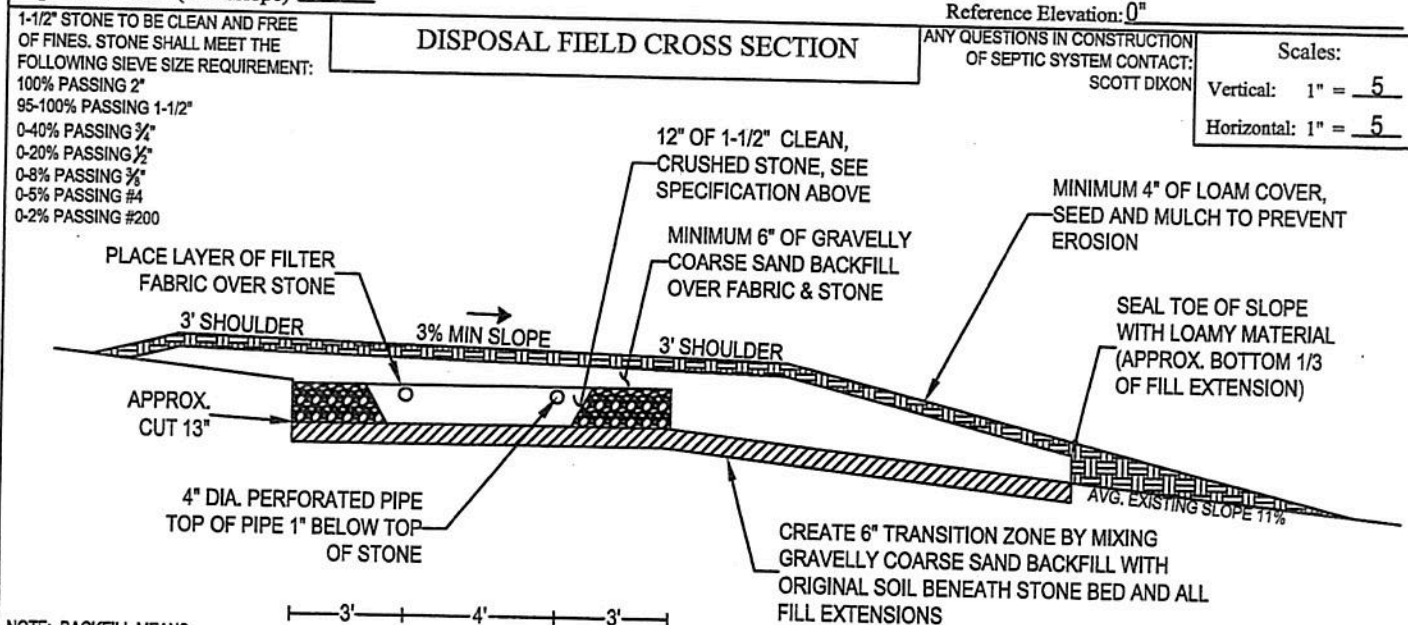
Reference Elevation: 0"

ANY QUESTIONS IN CONSTRUCTION OF SEPTIC SYSTEM CONTACT: SCOTT DIXON

Scales:

Vertical: 1" = 5'
Horizontal: 1" = 5'

DISPOSAL FIELD CROSS SECTION



NOTE: BACKFILL MEANS GRAVELLY COARSE SAND

Ossipee River

(not to Scale)
Site Plan R03-19

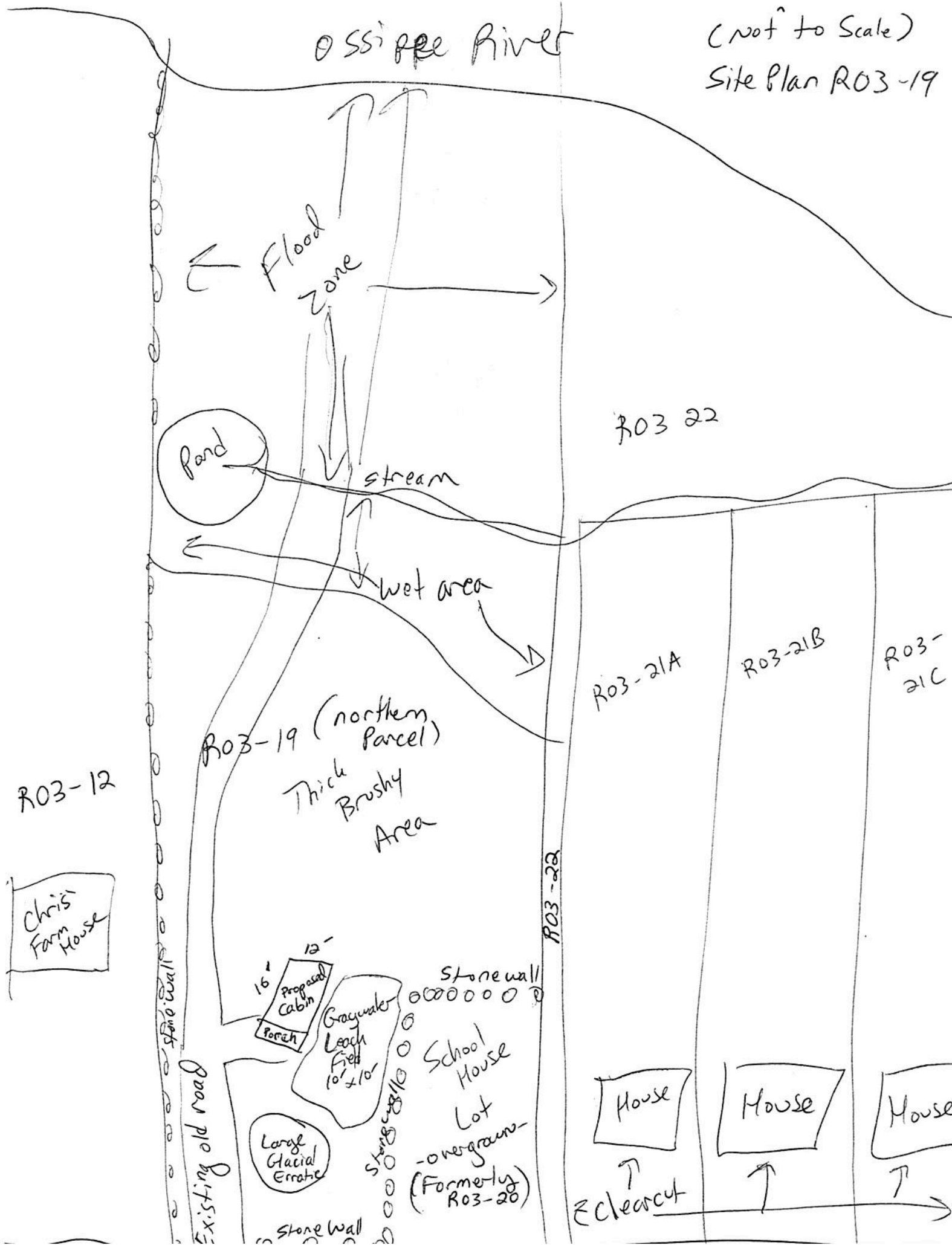


Exhibit 4

R03-19

Dear Members of the Zoning Board of Appeals-Parsonsfield, Maine:

I am writing to request approval to erect an approximately 200 square foot cabin/shed in the location described in the site plan. I have carefully considered the impact of adding any building to this land, as much of the area is within the 100 year floodplain, and the land has not been developed in any way for the past 200-300 years or more.

This past summer, on July 5, 2024, my only sibling, and Pete's only son, passed away suddenly and unexpectedly from a massive heart attack at age 39. This tragic event has led to my dad and I looking for a way to heal from our grief, spend more time together, and create an income stream for my dad, so he can fully retire.

I seek to collaborate with the owners of the land, my father Peter Donle, and his wife Amy Hoffman, in creating a small, sustainable, year round space which can be used by family and friends to enjoy the peaceful nature of the property and visit with family at 65 Pratt Rd and our family "Farm" at 59 Pratt Rd. We intend to list the cabin on AirBnb and offer some dates for people that may not be related to us to rent out the cabin and share in the restorative nature of the land.

The cabin will also provide a place for me to stay and assist Amy with providing any home care my dad may need in the future as he intends to age in place.

Thank you for your consideration.

Lacey Donle
19 East Ave
Lisbon Falls, Me 04252

LAND/GROUND LEASE AGREEMENT

This Land/Ground Lease Agreement (this "Agreement") is entered into as of the 01 day of August, 2024, (the "Effective Date") by and between Peter W Donle and Amy Hoffman, ("Landlord") and Lacey N Donle ("Tenant"). Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

For good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the following real estate (the "Site"): Approx 10 Acres of land located on the northern side of 65 Pratt Rd, Map R3 Lot 19, recorded in the York County Registry of Deeds Book 15327 Pg 0013-0014 on 12/28/2007 as Parcel One (Rounds-North) and Parcel Three (School House) .

2. Purpose. The Site may be used and occupied only for the following purpose (the "Permitted Use"): Primitive commercial and family camping/short term rentals through Airbnb or similar platform, consisting of tentsite(s) and/or rustic cabin(s), walking trails and historical identification and preservation of the school house lot area. Fishing/swimming/carry in boat access to the river. Any use of land must comply with Saco River Corridor Commission guidelines for any use within 100' of Ossipee River. . Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.

3. Term. This Agreement will be for a term beginning on August 01, 2024 and ending on July 31, 2034 (the "Term"). The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

4. Rent. Tenant will pay Landlord rent in advance \$1,000.00 in monthly installments due on the 15th day of each month during the Term.

5. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

6. Taxes. Tenant shall pay all taxes or assessments which are levied or charged on the Site during the Term.

7. Utilities. Tenant shall pay the cost of all utility services during the Term, including but not limited to gas, water, and electricity used on the Site.

8. Delivery of Possession. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant.

9. Conditions Precedent. Prior to the start date of the Term, Landlord shall satisfy the following conditions:

- I. Confirm by writing to the Tenant that the Site has been cleared of any and all occupants.
- II. Represent and warrant that it owns good and indefeasible title in and to the Site and has full right and authority to make this Lease.

10. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay 0% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. In addition, Tenant shall be liable for any damages incurred by Landlord as a result of the holdover.

11. Condition of the Site. Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." except as expressly set forth herein, landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY, or condition. tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.

12. Use of the Site. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

13. Improvements and Alterations. Tenant may make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Agreement. Tenant shall have the right to erect any sign related to its business, on the condition that such signs comply with the law.

14. Leasehold Mortgage. Tenant does not have the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term. In no event will any interest of Landlord in the Site be pledged as collateral for or be subordinate to any Leasehold Mortgage.

15. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

16. Permits and Approvals. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

17. Compliance with Laws. Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

18. Hazardous Substances. Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

19. Insurance. At all times during the Term, Tenant will maintain insurance for the Site covering:

III. Property Insurance. Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.

IV. Business, property and liability insurance sufficient to cover any potential claims for injury or damage to the building, amount to be mutually agreed upon by landlord and lessee, and not required to begin until a building is erected on the land.

All insurance policies shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

20. Waiver of Subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

21. Indemnification. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

22. Access to Site. Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospection lenders or buyers, and as otherwise needed to perform its obligations under this Agreement.

23. Default. The following shall each constitute an "Event of Default" by Tenant:

- A. Tenant fails to make any required payment due under this Agreement.
- B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
- C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

24. Termination by Landlord. Upon the occurrence of an Event of Default by Tenant which continues for a period of sixty (60) days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

25. Termination by Tenant. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of sixty (60) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.

26. Surrender of the Site. Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within three hundred sixty (360) days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after three hundred sixty (360) days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

27. Registration of the Lease. The parties shall, to the extent required by law and practice, properly register this Lease Agreement with the relevant Land Registry Office, and any other relevant government office that may serve as a place for registering or recording leases, within 45 days from the date that this Lease Agreement is executed.

28. Subordination. This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

29. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

30. Condemnation. In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

31. Limitation of Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

32. Assignment and Subletting. Tenant will not assign this Agreement as to all of or any portion or the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.

33. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

34. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

35. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.

36. Further Assurances. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

37. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

38. Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

R03-19

40. **Governing Law.** The terms of this Agreement shall be governed exclusively by the laws of the State of Maine, without regard to its conflicts of laws rules.

41. **Disputes.** Any dispute arising from this Agreement shall be resolved through mediation.

42. **Amendments.** This Agreement may not be modified except in writing signed and acknowledged by both Parties.

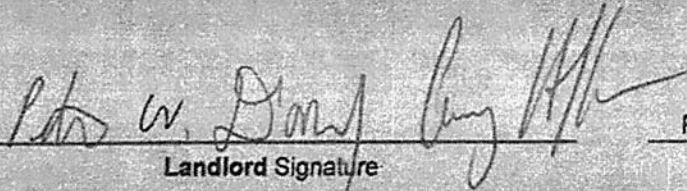
43. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

44. **Headings.** The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

45. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

46. **Miscellaneous.** Rent will also include a portion of the total income generated by the use of the land for commercial purposes, to be a 60/40 split between tenant(60%) and landlord(40%). Landlord portion of this income will cover general property maintenance, snow removal, and on site host responsibilities performed by landlord.

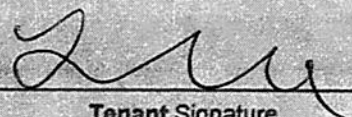
IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.



Landlord Signature

Peter W Donle and Amy Hoffman

Landlord Name



Tenant Signature

Lacey N Donle

Tenant Name

Doc# 2007064374
Bk 15327 Pg 0013 - 0014
Received York SS
12/28/2007 3:48PM
Debra L. Anderson
Register of Deeds

SHORT FORM QUITCLAIM DEED WITH COVENANT

R03-19

DAVID W. DONLE of 4956 Wind Hill Ct W, Fort Worth, Texas 76179, hereby grants to PETER W. DONLE and AMY HOFFMAN both of 65 Pratt Road, Parsonsfield, Maine 04047, as joint tenants, WITH QUITCLAIM COVENANTS, the following described real property located in the Town of Parsonsfield, County of York, and State of Maine:

Parcel One (Rounds - North)

Ring side

A certain lot or parcel of land situated in Parsonsfield, in the County of York and State of Maine, on the northerly side of the road leading from Otis B. Churchill Homestead to Huntress Bridge, now known as the Pratt Road, bounded: Westerly by a stone wall and land of the DeWitt Property; Northerly by Ossipee River; Easterly by other land of the Grantors being conveyed this day to Thomas J. Vachon and Jean Pratt Vachon and land of Leonard Ritenour and Margaret Ritenour; and Southerly by other land being conveyed this day to Thomas J. Vachon and Jean Pratt Vachon and said road, containing somewhat less than fifteen (15) acres.

Parcel Two (Rounds - South)

Dad's House Side

A certain lot or parcel of land situated in said Parsonsfield, on the Southerly side of said road, bounded; northerly by said road; Easterly by land of Leonard Ritenour and Margaret Ritenour and other land of the Grantors being conveyed this day to Jean Pratt Vachon and Thomas J. Vachon; Southerly by land now or formerly of Thomas C. Huntress; and Westerly by other land of the Grantors, containing fifteen (15) acres, more or less.

Subject to the right of Thomas J. Vachon and Jean Pratt Vachon, their heirs and assigns, and others who may have a similar right, to use a wood road now in existence across the Southerly portion of said above described land, for access to land lying to the Easterly of said above described land.

Meaning and intending to convey the Grantor's entire interest in the above Parcels One and Two of land known as the Rounds property. Grantor derives his interest from the deeds to Carol D. Sawyer, David W. Donle and Peter W. Donle as tenants-in-common from Kenneth W. Donle, dated April 8, 2000, recorded in the York County Registry of Deeds at Book 9985, Page 185 and dated March 24, 2006 recorded in the York County Registry of Deeds at Book 14793, Page 729.

MAINE R.E. TRANSFER TAX PAID

R03-19

Parcel Three (School House)

A certain lot or parcel of land situated on the Northerly side of the road leading from Otis B. Churchill homestead to Huntress Bridge in the Town of Parsonsfield, County of York and State of Maine, bounded and described as follows: commencing at the Southwest corner of lot herein conveyed at the other land of Kenneth W. and Donna H. Donle; thence Easterly by aforesaid road a distance of 105 feet to a point which is 50 feet Westerly of land formerly of Ritenour; thence Northerly and parallel to and 50 feet Westerly of land of Ritenour to other land of Kenneth W. and Donna H. Donle; thence Westerly by other land of Donle a distance of 105 feet to a corner; thence Southerly by other land of Donles to the point of beginning.

Meaning and intending to convey the Grantor's entire interest in the above Parcel Three of land known as the School House property. Being the same land conveyed to Carol D. Sawyer, David W. Donle and Peter W. Donle as tenants-in-common from Kenneth W. Donle, pursuant to a deed dated April 26, 2000, recorded in the York County Registry of Deeds at Book 10010, Page 158. Said Parcel Three is listed as Parcel Two of said deed.

WITNESS my hand and seal this 21 day of December, 2007.

Wesley Cleveland
Witness

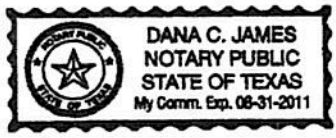
David W. Donle
David W. Donle

STATE OF TEXAS
Tarrant, ss.
County

December 21, 2007

Personally appeared the above-named David W. Donle and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Dana C. James
Notary Public
Dana C James
Print name

299 ↑
Beagle & Ridge, LLC
26 City Center
P.O. Box 7044
Portland, Maine 04112

END OF DOCUMENT

R03-19

TOWN OF PARSONSFIELD - Zoning Board of Appeals

634 North Rd, Parsonsfield, Maine 04047

PHONE: (207)-625-4558 FAX: (207)-625-8172 planning@parsonsfield.org

ABUTTERS LIST FORM - Pg 1

(Make additional copies of this form as needed to submit a complete list.)

ABUTTER NAME(S): Christopher J Foster
MAILING ADDRESS: 60 Pratt Rd
CITY/STATE/ZIP: Parsonsfield, ME 04047
PROPERTY ADDRESS: 60 Pratt Rd
MAP # R03 LOT # 012

ABUTTER NAME(S): Holly B. Mason + Damon R. Demady
MAILING ADDRESS: 61 Blodgett Ave
CITY/STATE/ZIP: Swampscott, MA 01907
PROPERTY ADDRESS: 0 Pratt Rd
MAP # R03+ LOT # 022

ABUTTER NAME(S): Robert Sawyer
MAILING ADDRESS: 275 Meadow Rd
CITY/STATE/ZIP: Portsmouth, NH 03801
PROPERTY ADDRESS: 59 Pratt Rd
MAP # R03 LOT # 013

ABUTTER NAME(S): Leo Haliberte
MAILING ADDRESS: 199 Pratt Rd # or 299 Rocky Top Ln
CITY/STATE/ZIP: Parsonsfield, ME 04047
PROPERTY ADDRESS: 0 Pratt Rd
MAP # R03 LOT # 016

ABUTTER NAME(S): Robert + Debra Peters
MAILING ADDRESS: PO Box 77
CITY/STATE/ZIP: Freedom, NH 03836
PROPERTY ADDRESS: 163 Pratt Rd
MAP # R03 LOT # 016 - A

ABUTTER NAME(S): Gerald Frew
MAILING ADDRESS: 147 Jefferson Ave
CITY/STATE/ZIP: Everett, MA 02149
PROPERTY ADDRESS: 0 Pratt Rd
MAP # R03 LOT # 017-A

R03-19

TOWN OF PARSONSFIELD - Zoning Board of Appeals

634 North Rd, Parsonsfield, Maine 04047

PHONE: (207)-625-4558 FAX: (207)-625-8172 planning@parsonsfield.org

ABUTTERS LIST FORM - Pa 2

(Make additional copies of this form as needed to submit a complete list.)

ABUTTER NAME(S): Daniel Beckwith
MAILING ADDRESS: 5047 Kathryn Glen Dr
CITY/STATE/ZIP: Acworth, GA 30101
PROPERTY ADDRESS: 22 Liberty Ln
MAP # R03 LOT # 017-B

ABUTTER NAME(S): Charles + Shirley Bell
MAILING ADDRESS: 90 Pratt Rd
CITY/STATE/ZIP: Parsonsfield, ME 04047
PROPERTY ADDRESS: 90 Pratt Rd
MAP # R03 LOT # 021-C

ABUTTER NAME(S): Alphee Daniels
MAILING ADDRESS: PO Box 795
CITY/STATE/ZIP: Parsonsfield, ME 04047
PROPERTY ADDRESS: 99 Pratt Rd
MAP # R03 LOT # 021-A

ABUTTER NAME(S): James + Frances Meredith
MAILING ADDRESS: 505 Foss Rd
CITY/STATE/ZIP: Limerick, ME 04048
PROPERTY ADDRESS: 0 Pratt Rd
MAP # R03 LOT # 014

ABUTTER NAME(S):
MAILING ADDRESS:
CITY/STATE/ZIP:
PROPERTY ADDRESS:
MAP # _____ LOT # _____

ABUTTER NAME(S):
MAILING ADDRESS:
CITY/STATE/ZIP:
PROPERTY ADDRESS:
MAP # _____ LOT # _____